

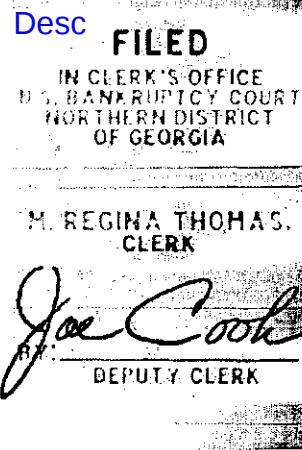
**UNITED STATES BANKRUPTCY COURT  
FOR THE NORTHERN DISTRICT OF GEORGIA  
GAINESVILLE DIVISION**

**IN RE:**  
**Daryl Dorothea Lesniak & Thomas D.**  
**Lesniak,**

)  
) Case No. 05-22932-reb  
) (Chapter 7)  
)  
)

**DEBTOR**

AUG 14 2012 AM 10:52



**APPLICATION FOR PAYMENT OF UNCLAIMED FUNDS**

There having been a dividend check in the above-named case issued to Denovus Corporation, LTD, as assignee of Mile Rock Master Fund I/Juniper Bank, Truelogic Financial Corp. ("Claimant") in the amount of \$11,815.16 and said check having not been cashed by said payee, the Trustee pursuant to 11 U.S.C. § 347 (a) of the Bankruptcy Code paid this unclaimed money to the Clerk, U.S. Bankruptcy Court, which was deposited in the United States Treasury.

The Claimant believes that it did not receive the dividend check in the above case for the following reasons:

The original payment was mailed to Juniper Bank, TrueLogic Financial Corp., P.O. Box 4437, Englewood, CO 80155-4437 and Juniper Bank, TrueLogic Financial Corporation, 10000 E. Geddes Avenue, Suite 100, Englewood, CO 80112. The payment was not negotiated by the intended recipient and the funds were paid over to the court as unclaimed funds.

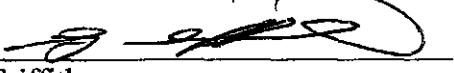
To the best of my knowledge and belief, there is no dispute or controversy as to these funds, their availability or to whom they belong.

Claimant has authorized the undersigned to act as attorney-in-fact to recover these funds as evidenced by the attached limited power of attorney.

Claimant by and through its attorney-in-fact respectfully moves the Court to enter an order for release of funds due Claimant in the above captioned case.

WHEREFORE, Claimant asks the Court to enter an order to the Clerk of the Court to release said funds to Claimant c/o American Property Locators, Inc., Attn: Greg Griffith, 3855 South Boulevard, Suite 200, Edmond, OK 73013.

Denovus Corporation, LTD, as assignee of Mile Rock Master Fund I /  
Juniper Bank, Truelogic Financial Corp.

By:   
 Greg Griffith

American Property Locators, Inc.

Attorney-In-Fact for Denovus Corporation, LTD, as assignee of Mile Rock Master Fund I/Juniper Bank, Truelogic Financial Corp.  
 3855 S. Boulevard, Suite 200  
 Edmond, OK 73013  
 (405) 340-4900

UNITED STATES BANKRUPTCY COURT  
FOR THE NORTHERN DISTRICT OF GEORGIA

IN RE:  
Daryl Dorothea Lesniak &  
Thomas D. Lesniak,

) Case No. 05-22932  
) (Chapter 7)  
)

DEBTOR

AFFIDAVIT OF SERVICE & AWARENESS  
OF STATE REQUIREMENTS

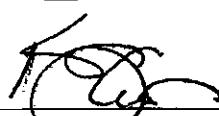
Notice is hereby given to the court that on August 12, 2012 the US Attorney was advised via the US Postal Service at the address below, of the intent of Greg Griffith of American Property Locators, Inc., to apply for the release of unclaimed funds in the above named case on behalf of Denovus Corporation, LTD, as assignee of Mile Rock Master Fund I/Juniper Bank, Truelogic Financial Corp..

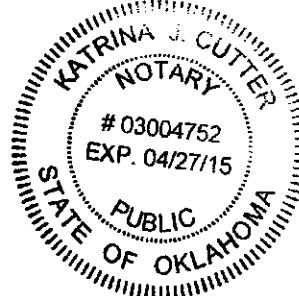
United States Attorney  
Richard B. Russell Federal Bldg  
75 Spring Street., SW, Ste 600  
Atlanta, GA 30303

I, Greg Griffith, hereby state that I am aware of the federal and State requirements associated with personal representation of individuals and corporations. I am especially aware of those requirements within the state of Georgia.

  
Greg Griffith

SUBSCRIBED AND SWORN before me this 12 day of August,  
2012.

  
Notary Public



**LIMITED POWER OF ATTORNEY**

Denovus Corporation, LTD, as assignee of Mile Rock Master Fund I/Juniper Bank, Truelogic Financial Corp., ("Principal") executes this Limited Power of Attorney with the intention that the attorney-in-fact named below shall be able to act in its place for the purposes and duration set forth below.

Principal appoints Greg Griffith of American Property Locators, Inc., 3855 South Boulevard, Suite 200, Edmond, OK 73013 to be its attorney-in-fact to act for it in its name and place, and in any capacity that Principal might act,

**Only to recover cash or cash equivalents specifically arising from the Daryl Dorothea Lesniak and Thomas D. Lesniak bankruptcy matter that belong to the Principal**

and may be paid to the Principal after compliance with procedures of applicable laws (the "Unclaimed Funds").

This Limited Power of Attorney shall become effective on the date written below, and shall remain effective, for one year from such date or until the Unclaimed Funds are claimed and remitted to Principal, whichever is sooner.

Principal's attorney-in-fact shall have all of the powers, discretions, elections, and authorities granted by law (including the endorsement of any instrument of payment on behalf of Principal) in connection with the claim, execution, acknowledgment, and delivery of any and all documents necessary or connected with claiming and recovering for Principal the Unclaimed Funds. Principal authorizes the use of a photocopy of this Limited Power of Attorney, for any purpose, in lieu of the original.

DATED this 13 day of May, 2012.

**PRINCIPAL:**

Denovus Corporation, LTD as assignee of Mile Rock Master Fund I/Juniper Bank, Truelogic Financial Corp.  
(Tax ID # 25-1834822)

By: Edward L. Torchia

Title: EVP & COO

STATE OF Pennsylvania)

COUNTY OF Washington)

**PRINCIPAL'S ADDRESS:**

480 Johnson Road  
Meadow Pointe Plaza II, Suite 110  
Washington, PA 15301

**ACKNOWLEDGMENT**

Before me, the undersigned a Notary Public, in and for said County and State on this 13 day of May, 2012, personally appeared Edward L. Torchia to me known to be the identical person who subscribed his/her name to the foregoing instrument, as its Executive Vice President and acknowledged to me that he/she executed the same as his/her free and voluntary act and deed of such corporation, for the purposes therein set forth.

In Witness Whereof, I have hereunto set my official signature and affixed my official seal the day and year first above written.

My Commission Expires:

April 17, 2016

Notary

Teresa L. Johnson

<b>NOTARIAL SEAL</b> <b>TERESA L JOHNSON</b> <b>Notary Public</b> <b>WASHINGTON CITY, WASHINGTON COUNTY</b> <b>My Commission Expires Apr 17, 2016</b>
---

**UNITED STATES BANKRUPTCY COURT  
NORTHERN DISTRICT OF GEORGIA**

Page 4 of 24

In Re:	)
Daryl Dorothea Lesniak and Thomas D. Lesniak	) Case No. 05-22932
Debtor(s)	) )

**AFFIDAVIT OF CREDITOR  
REGARDING OWNERSHIP OF ACCOUNT(S)**

State of Pennsylvania )  
                            )  
                            ) ss.  
County of Washington )  
                            )

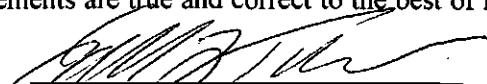
I, Edward L. Torchia of Denovus Corporation, LTD, as assignee of Mile Rock Master Fund I/Juniper Bank, Truelogic Financial Corp. the undersigned creditor in the above referenced case, being first duly sworn upon oath, states as follows:

1. Greg Griffith of American Property Locators, Inc., 3855 South Boulevard, Suite 200, Edmond, OK 73013, has been granted a power of attorney by Denovus Corporation, LTD, as assignee to submit an Application for Payment from Unclaimed Funds seeking payment of its claim(s) due and owing to Denovus Corporation, LTD, as assignee of Mile Rock Master Fund I/Juniper Bank, Truelogic Financial Corp. as a creditor in the above referenced bankruptcy case.
2. Mile Rock Master Fund I was the owner of the Juniper Bank claim(s) filed in this bankruptcy case. Denovus Corporation, LTD, as assignee of Mile Rock Master Fund I/Juniper Bank, Truelogic Financial Corp. has reviewed its records and to the best of Denovus Corporation, LTD, as assignee knowledge and belief, the claim(s) amount is currently still due and owing to Denovus Corporation, LTD, as assignee.
3. Denovus Corporation, LTD, as assignee of Mile Rock Master Fund I/Juniper Bank, Truelogic Financial Corp. is the owner of this claim(s) and is entitled to the recovery of the distribution/unclaimed funds arising from this claim(s) in this bankruptcy case. A true and correct copy of the assignment(s) of this account(s) is attached.
4. My name, address and telephone number are as follows:

Edward L. Torchia  
 Executive Vice President  
 Denovus Corporation, LTD, as assignee of Mile Rock Master Fund I/Juniper Bank,  
 Truelogic Financial Corp.  
 480 Johnson Road  
 Meadow Pointe Plaza II, Suite 110  
 Washington, PA 15301  
 (724) 250-7649

5. Denovus Corporation, LTD, as assignee has neither previously received remittance for its claim(s) nor has it contracted with any other party besides the party named in item one above to recover these funds.

I hereby certify that the foregoing statements are true and correct to the best of my knowledge and belief.

  
Date: 5-23-2012

Denovus Corporation, LTD, as assignee of Mile Rock Master Fund I/Juniper Bank, Truelogic Financial Corp.  
480 Johnson Road  
Meadow Pointe Plaza II, Suite 110  
Washington, PA 15301

**ACKNOWLEDGMENT**

STATE OF Pennsylvania

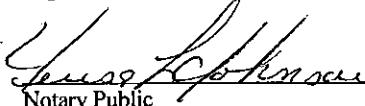
COUNTY OF Washington

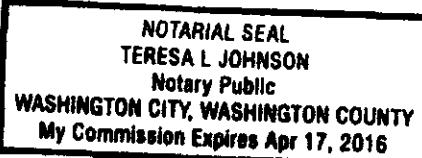
Before me a Notary Public, in and for said County and State on this 23 day of May, 2012 personally appeared Edward L. Torchia to me known to me to be the identical person who subscribed his/her name to the foregoing instrument as its Executive Vice President, and acknowledged to me that he/she executed the same as his/her free and voluntary act and deed of such corporation, for the purposes therein set forth.

In Witness Whereof, I have hereunto set my official signature and affixed my official seal the day and year first above written.

My Commission Expires:

April 17, 2016

  
Notary Public



PO BOX 4437

ENGLEWOOD CO 80155-4437

RETURN SERVICE REQUESTED



April 18, 2006

TrueLogic Financial Corporation  
PO BOX 4387  
ENGLEWOOD CO 80155-4387

LESNIAK, THOMAS  
PO BOX 3249  
DULUTH, GA 30096

ACCOUNT DETAIL	
Creditor:	JUNIPER BANK
Present Owner:	MILE ROCK MASTER FUND I
Your Account Number:	5140210005682708
Client Reference Number:	1038177
Balance Due:	\$ 19,195.87

\* Enclose the top portion of this notice with your payment and returning it in the enclosed envelope will expedite credit to your account \*

\*\*\* ACCOUNT STATEMENT \*\*\*

RETAIN FOR YOUR RECORDS	
Creditor:	JUNIPER BANK
Present Owner:	MILE ROCK MASTER FUND I
Your Account Number:	5140210005682708
Client Reference Number:	1038177
Balance Due:	\$ 19,195.87

This is a statement of your past due account that has been assigned to TrueLogic Financial Corporation for collection. If remitting payment please include the payment stub above and be sure your account number appears on your check or money order. All contacts and payments are to be made through this office to ensure proper posting.

If you are unable to pay this amount in full please contact our office at the number listed above. We are willing to make payment arrangements to resolve the outstanding balance.

**THIS COMMUNICATION IS FROM A DEBT COLLECTOR AND IS AN ATTEMPT TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.**

Make your check or money order payable to the Name and Address listed above.

Please see the back of this letter for IMPORTANT Consumer NOTIFICATION

SAC-05-0501-L-115-A-1038177

ACCOUNT : 1038177 25.00% INTEREST

CREATED DATE:	BALANCE DUE:
2/2/05	\$ 16,662.85
3/7/05	\$ 19,039.38
4/11/05	\$ 17,438.73
6/9/05	\$ 18,111.92
7/12/05	\$ 18,488.45
8/16/05	\$ 18,887.80
9/12/05	\$ 19,195.87

AUTHORIZATION TO SIGN PROOF OF CLAIM

I, William H. Owens, Director of Mile Rock Master Fund I Ltd., based on my authority to act on behalf of Mile Rock Master Fund I Ltd. and Mile Rock Holdings, LLC, do hereby give the authority to Doug Spencer, EVP/CFO, and Paul J. Konkel, CEO, of TrueLogic Financial Corporation, Englewood, Colorado, to sign on behalf of both Mile Rock Holdings, LLC, and Mile Rock Master Fund I Ltd., any and all Proof of Claim forms, Form B10 (Official Form 10), pertaining to federal bankruptcy proceedings involving accounts owned by either Mile Rock Holdings, LLC, or Mile Rock Master Fund I Ltd., which were placed with TrueLogic Financial Corporation for collection.

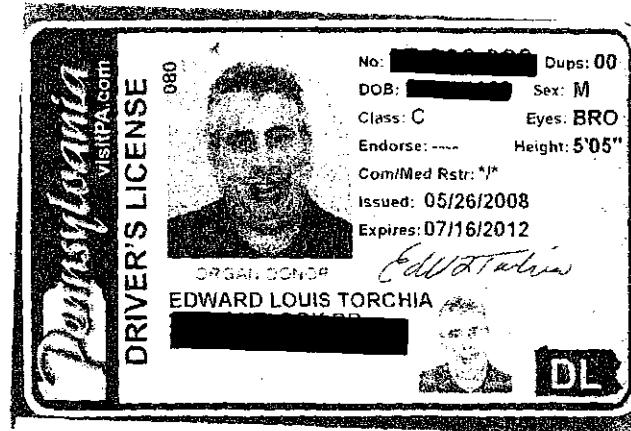
  
WILLIAM H. OWENS  
Director, Mile Rock Master Fund I Ltd.



**Edward L. Torchia**  
Executive Vice President

Phone: 724•250•9162  
Fax: 724•250•1971  
Email: ETorchia@DenovusLtd.com

Meadow Pointe Plaza II, Suite 110  
480 Johnson Road • Washington, PA 15301



Certificate of Authority to Act for  
Denovus Corporation, LTD.

I, the undersigned, Marcia S. McFadgen, as President of Denovus Corporation, LTD., do hereby certify that Edward L. Torchia's authority to act on behalf of Denovus Corporation, LTD., includes, without limitation, the recovery of unclaimed funds arising from bankruptcy matters.

IN WITNESS HEREOF, I have hereunto signed my name this 23<sup>rd</sup> day of May, 2012.

Denovus Corporation, LTD.

Marcia S. McFadgen

Corporate seal

Notary Statement

STATE OF Pennsylvania  
COUNTY OF Washington

ACKNOWLEDGMENT

Before me, the undersigned a Notary Public, in and for said County and State on this 13<sup>th</sup> day of May, 2012 personally appeared Marcia S. McFadgen to me known to be the identical person who subscribed his/her name to the foregoing instrument, as its President and acknowledged to me that he/she executed the same as his/her free and voluntary act and deed of such corporation, for the purposes therein set forth.

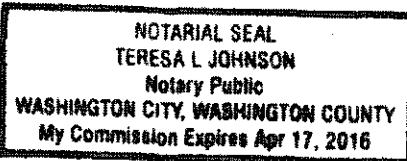
In Witness Whereof, I have hereunto set my official signature and affixed my official seal the day and year first above written.

My Commission Expires:

April 17, 2016

Notary

Teresa L Johnson



**AFFIDAVIT OF CLAIMANT**  
**Access to Claimant's Corporate Seal**

**BE IT ACKNOWLEDGED**, that I, Edward L. Torchia, the undersigned deponent, being of legal age, do hereby depose and say under the penalties of perjury as follows:

That I, Edward L. Torchia, am the Executive Vice President of Denovus Corporation, LTD.. My responsibilities include, but are not limited to, the recovery and/or collection of outstanding checks and receivables of Denovus Corporation, LTD. and its subsidiaries/acquisitions or affiliates. Denovus Corporation, LTD. and its subsidiaries/acquisitions or affiliates handle recoveries and/or collections of outstanding checks and receivables through its Washington, PA office. However, I do not have readily access to the Denovus Corporation, LTD. corporate seal. For this reason, it is overly burdensome and, in some cases, may be impossible to provide a corporate seal impression on the documents enclosed in this application/motion. Denovus Corporation, LTD. hereby says under oath that the corporate seal for this Corporation is unavailable.

I affirm that the foregoing is true under penalties of perjury this 8<sup>th</sup> day of August, 2012.

By: Edward L. Torchia  
Edward L. Torchia, Executive Vice President  
Denovus Corporation, LTD.  
480 Johnson Road  
Meadow Pointe Plaza II, Suite 110  
Washington, PA 15301

ACKNOWLEDGMENT

STATE OF Pennsylvania)

COUNTY OF Washington)

Before me, the undersigned a Notary Public, in and for said County and State on this 8<sup>th</sup> day of August, 2012, personally appeared Edward L. Torchia to me known to be the identical person who subscribed his/her name to the foregoing instrument, as its EVP and acknowledged to me that he/she executed the same as his/her free and voluntary act and deed of such corporation, for the purposes therein set forth.

In Witness Whereof, I have hereunto set my official signature and affixed my official seal the day and year first above written.

My Commission Expires:

April 17, 2016

Notary

Terese L. Johnson

<p style="text-align:center">NOTARIAL SEAL TERESA L JOHNSON Notary Public WASHINGTON CITY, WASHINGTON COUNTY My Commission Expires Apr 17, 2016</p>
---

P3 Bill of Sale

Mile Rock Holdings

to

Pallino Receivables III, LLC

July 2006

**BILL OF SALE AND ASSIGNMENT OF ACCOUNTS**

This Bill of Sale and Assignment of Accounts is being executed and delivered pursuant to and in accordance with the terms and provisions of that certain Purchase and Sale Agreement made and entered into by and between Mile Rock Holdings, LLC, a Delaware limited liability company and Mile Rock Master Fund I Ltd., a Cayman Islands exempted company, (collectively, the "Seller") and Pallino Receivables III, LLC, a New Jersey limited liability company, ("Buyer") dated June 28, 2006, as amended on July 26, 2006 (the "Agreement"). Capitalized terms used herein but not otherwise defined shall have the meanings set forth in the Agreement. Seller hereby absolutely sells, transfers, assigns, sets-over and conveys to Buyer without recourse and without representations or warranties, express or implied, of any type, kind or nature except as set forth in Article VIII of the Agreement:

(a) all of Seller's right, title and interest in and to each of the Accounts identified in the Account schedule attached to the Agreement as Exhibit A;

(b) all principal, interest or other proceeds of any kind, net of any applicable third-party fees or expenses, with respect to the Accounts, but excluding any payments or other consideration received by or on behalf of Seller in respect of any date on or prior to the Cutoff Date, with respect to the Accounts;

(c) all of Seller's right, title and interest in and to each available Account Document, or other instrument evidencing an obligation to repay an Account and all supplements and amendments thereto; and

(d) the Computer File.

This Bill of Sale and Assignment of Accounts shall be governed by the laws of the State of New York, without regard to the conflicts-of-laws rules thereof.

DATED: July 28, 2006

SELLER:

MILE ROCK MASTER FUND I LTD.

By:

Name: William H. Owens

Title: Director



MILE ROCK HOLDINGS, LLC

By:

Name: William H. Owens

Title: Director of its Managing Member



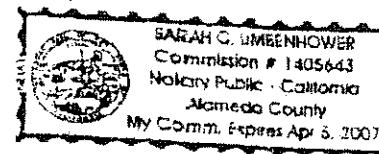
STATE OF CALIFORNIA )  
                          ) ss.  
COUNTY OF ALAMEDA )

On this 27 day of July, 2006, before me the undersigned officer, personally appeared William H. Owens, who acknowledged him/herself to be an authorized representative of Seller described

above, signer and sealer of the foregoing instrument, acknowledged the execution of the same to be his free act and deed as such officer and the free act and deed of Seller.

IN WITNESS WHEREOF, I hereunto set my hand.

*Sarah C. Umehower*  
Notary Public



Bill of Sale

Pallino Receivables III, LLC

To

Valokem LLC  
Via commercial foreclosure  
April 18, 2008

**SECURED PARTY**  
**GENERAL CONVEYANCE AND BILL OF SALE**

KNOW ALL PERSONS BY THESE PRESENTS that (a) in accordance with and pursuant to the terms of that certain Notice of Public Sale of Collateral, which was published in the national edition of The New York Times on April 2, 2008 (the "Notice of Sale") (capitalized terms used herein but not defined having the same meaning as in the Notice of Sale); (b) pursuant to and in exercise of the rights of **DRESSEN BANK AG, NEW YORK BRANCH** (together with its predecessors, successors and assigns, the "Secured Party") under (i) Article 9 of the Uniform Commercial Code ("UCC"), as enacted in the State of New York, and (ii) the Security Agreement between Pallino Receivables III, LLC (the "Borrower") and the Secured Party, dated as of July 28, 2006 (as amended, modified or supplemented from time to time, collectively, the "Security Agreement") and the receivable financing agreement, promissory note and all other agreements, instruments and documents referred to in the Security Agreement or executed and delivered in connection with such Security Agreements (each as amended, modified, restated or supplemented from time to time and together with the Security Agreement hereinafter referred to collectively as the "Loan Documents"); (c) in consideration for the credit bid made at the Auction by Valorem LLC (the "Successful Bidder") of \_\_\_\_\_ of which or \_\_\_\_\_ is attributable to the Collateral of the Borrower (the "Bid Price"); and (d) in exchange for payment of the Bid Price, without counterclaim, deduction, offset, recoupment or any charge or reduction and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Secured Party hereby grants, assigns, transfers, conveys and sets over to the Successful Bidder:

- (a) all of the Borrower's and Secured Party's right, title and interest in and to each of the charged-off consumer receivables identified in the computer file attached hereto (the "Receivables");
- (b) all principal, interest, fees and reimbursement obligations owed to Borrower and all other proceeds of any kind attributable to the Receivables, but excluding any payments or other consideration received by Secured Party on or prior to the date of the Auction, with respect to the Receivables (the "Proceeds");
- (c) all of the Borrower's right, title and interest in and to each of the transfer agreements under which the Borrower and any prior seller acquired the rights and obligations underlying or constituting a part of the Receivables (collectively, the "Predecessor Transfer Agreements"); and
- (d) all of the Borrower's right, title and interest in and to all books and records owned by any of the Borrowers pertaining to collection, management and validity of all of the Receivables, including, without limitation, all agreements, instruments, applications, statements, invoices, payment ledgers, correspondence, proofs of claim, title documents, computer files and other digital information and all documentation (irrespective of format) evidencing, relating or referring to the Receivables, to the extent available and in the actual possession of the Secured Party (collectively, the "Supporting Documentation", and with the Receivables,

the Proceeds and Predecessor Transfer Agreements, collectively, the "Collateral").

TO HAVE AND TO HOLD the Collateral unto Successful Bidder, its successors and assigns, forever.

This Secured Party General Conveyance and Bill of Sale, and any claim or dispute of any kind or nature whatsoever arising out of or in any way relating hereto, shall be governed by and construed in accordance with the laws of the State of New York, without regard to any choice-of-law principle that would dictate the application of the laws of another jurisdiction.

**PURSUANT TO SECTION 9-610(e) OF THE UCC, THE SECURED PARTY MAKES NO WARRANTY OR REPRESENTATION WITH RESPECT TO THE SUBJECT ASSETS, AND THE SUCCESSFUL BIDDER ACKNOWLEDGES BY ITS ACCEPTANCE HEREOF THAT IT IS ACCEPTING ALL OF BORROWER'S AND SECURED PARTY'S RIGHTS IN AND TO THE COLLATERAL "AS IS," "WHERE IS" AND WITHOUT IMPLIED OR EXPRESSED WARRANTY TO TITLE, POSSESSION, QUIET ENJOYMENT OR OF ANY KIND OR NATURE WHATSOEVER IN THIS DISPOSITION.**

IN WITNESS WHEREOF, Secured Party has caused this instrument to be duly executed this 18<sup>th</sup> day of April, 2008.

DRESRDNER BANK AG, NEW YORK  
BRANCH, as Secured Party

By: Walter F. Petzinger  
Name: Walter F. Petzinger  
Title: Authorized Signatory

By: R. J. P. / RJP  
Name: R. J. P. / RJP  
Title: Corporate Secretary

ACCEPTED AND AGREED TO:

VALOREM LLC, as Successful Bidder

By: Mark R. Brown  
Name: Thomas Brown  
Title: Authorized Signatory

By: Brian M. Sd  
Name: Brian Smith  
Title: Authorized Signatory

STATE OF NEW YORK )  
                      ) ss.  
COUNTY OF NEW YORK )

On the 18<sup>th</sup> day of April, 2008, before me personally came Walter Petzinger and Christopher Williams, each of whom are known to me, who being by me duly sworn, did depose and say that he is an authorized signatory of **DRESDNER BANK AG, NEW YORK BRANCH** of the New York and Grand Cayman branches of the banking organization described in and which executed the foregoing instrument; and that he signed his name thereto by order of the board of directors of said banking organization.

*Monique J. Wallace*  
Notary Public

MONIQUE J. WALLACE  
Notary Public, State of New York  
No. 2464210  
Qualified in New York County  
Suffolk County & Nassau County  
Commission Expires December 31, 2010

Bill of Sale

Valorem LLC

to

DCL

December 29, 2009

GENERAL CONVEYANCE AND BILL OF SALE

KNOW ALL PERSONS BY THESE PRESENTS that VALOREM LLC (together with its predecessors, successors and assigns, "Seller") in exchange for the payment by DENOVUS CORPORATION, LTD. ("Buyer") of without counterclaim, deduction, offset, recoupment or any charge or reduction, and for other good and valuable consideration as set detailed in the Purchase and Sale Agreement (as defined hereinafter) (such cash and consideration collectively, the "Purchase Price"), the receipt and sufficiency of which are hereby acknowledged, Seller hereby grants, assigns, transfers, conveys and sets over to Buyer:

- (a) all of its right, title and interest in and to each of the charged-off consumer receivables identified in Schedule I attached hereto (the "Receivables");
- (b) all principal, interest or other proceeds of any kind with respect to the Receivables, but excluding any payments or other consideration received by or on behalf of Seller prior to the Cutoff Date, with respect to the Receivables (collectively, the "Proceeds");
- (c) all of its right, title and interest in and to each of the transfer agreements under which any prior seller acquired the rights and obligations underlying or constituting a part of the Receivables (collectively, the "Predecessor Transfer Agreements"); and
- (d) all of its right, title and interest in and to all books and records held by it or any prior seller pertaining to collection, management and validity of all of the Receivables, including, without limitation, all agreements, instruments, applications, statements, invoices, payment ledgers, correspondence, proofs of claim, title documents, computer files and other digital information and all documentation (irrespective of format) evidencing, relating or referring to the Receivables, to the extent available and in the actual possession of the Seller (collectively, the "Supporting Documentation", and with the Receivables, the Proceeds, and Predecessor Transfer Agreements, collectively, the "Subject Assets").

In connection with this Bill of Sale, Buyer and Seller have executed that certain Purchase and Sale Agreement, dated December 29, 2009, (the "Purchase and Sale Agreement"). The Subject Assets are being conveyed hereby subject to the terms, conditions and provisions set forth in the Purchase and Sale Agreement.

TO HAVE AND TO HOLD the Subject Assets unto Buyer, its successors and assigns, forever.

This General Conveyance and Bill of Sale, and any claim or dispute of any kind or nature whatsoever arising out of or in any way relating hereto, shall be governed by and construed in accordance with the laws of the State of New York, without regard to any choice-of-law principle that would dictate the application of the laws of another jurisdiction.

PURSUANT TO SECTION 9-610(e) OF THE UCC (AS ENACTED IN THE STATE OF NEW YORK) SELLER MAKES NO WARRANTY OR REPRESENTATION WITH RESPECT TO THE SUBJECT ASSETS, AND BUYER ACKNOWLEDGES BY ITS ACCEPTANCE HEREOF THAT IT IS ACCEPTING ALL OF SELLER'S RIGHTS IN AND TO THE SUBJECT ASSETS "AS IS," "WHERE IS" AND WITHOUT IMPLIED OR EXPRESSED WARRANTY TO TITLE, POSSESSION, QUIET ENJOYMENT OR OF ANY KIND OR NATURE WHATSOEVER IN THIS DISPOSITION.

This General Conveyance and Bill of Sale may be executed in any number of counterparts, each of which shall constitute one and the same instrument, and either party hereto may execute this General Conveyance and Bill of Sale by signing any such counterpart. Transmission by telecopier, facsimile or other form of electronic transmission of an executed counterpart of this General Conveyance and Bill of Sale shall be deemed to constitute due and sufficient delivery of such counterpart.

IN WITNESS WHEREOF, Seller has caused this instrument to be duly executed this 27<sup>th</sup> day of December, 2009.

VALOREM LLC, as Seller

By: Brian Smith

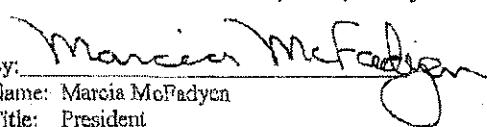
Name: Brian Smith  
Title: President

By: Walter Petzinger

Name: Walter Petzinger  
Title: Secretary

ACCEPTED AND AGREED TO:

DENOVOUS CORPORATION, LTD., as Buyer

By:   
Name: Marcia McFadyen  
Title: President